REMARKS

In the pending Office Action, the Examiner rejected claims 1-36 under 35 U.S.C. § 103(a) as unpatentable over U.S. Patent No. 5,871,398 to *Schneier et al.* in view of U.S. Patent No. 5,069,453 to *Koza et al.* By this Amendment, Applicants amend claim 10 to correct a typographical error. The pending claims 1-36 are allowable for at least the following reasons.

Schneier, singly or in combination with *Koza,* fails to disclose or suggest each and every limitation recited in claims 1-36, as required by M.P.E.P. § 2143 (8th ed. 2001, revised May 2004). Thus, the Examiner has not made *prima facie* case of obviousness.

Before explaining the differences between the claims and the references, Applicants wish to describe an embodiment to assist the Examiner's understanding of the invention. One way for gaming facilities to make revenues would be to allow patrons "to play games from an off-site location," such as patron's home computer. *Specification,* p. 7, lines 18-20. The problems attendant to this goal are local laws that may prohibit gaming at the patron's home, as well as concerns about the integrity of networks. *Id.*, p. 2, lines 9-17. The specification describes one technique consistent with the invention in which a patron places a request to purchase a wager via a client terminal, such as one on-site at a casino, where gaming is allowed. *Id.*, p. 8, lines 6-22. A server debits the patron's account balance accordingly, and "immediately determines the result of each wager ... and stores the result of each wager in a transaction history

file corresponding to the patron's account." *Id.* All of this gambling has taken place in a state that allows gambling.

"Once the results of the wager have been determined and stored by the server on-site, the patron may use an off-site client terminal, such as a computer located at the patron's home, to reveal the results of the wagers." *Id.* Thus, the patron can, at home, experience gambling even though the results of the wagers have already been determined. Since the patron does not know the results, learning of them later, for example at home, gives the appearance of real-life gambling.

Schneier discloses an off-line remote lottery system. The system enables players to purchase lottery game outcomes and view them on remotely disposed gaming computers. *Schneier,* Abstract. *Schneier's* players purchase game outcomes from a central management computer (CMC) 12, which keeps a record of each sold game outcome. *Schneier,* col. 6, lines 8-16. CMC 12 transfers those outcomes to a handheld ticket viewer (HTV) 20 for a redemption by a player. *Id.* CMC 12 keeps track of game outcomes assigned to each HTV 20. *Schneier,* col. 10, lines 2-4.

In contrast, all independent claims of the instant invention recite a "patron account" identifying a patron, not an HTV, as *Schneier* discloses. For example, claim 10 recites receiving a "patron identifier identifying a patron," debiting an "account balance of a patron," and sending "the result of the at least one wager in response to the patron identifier."

Furthermore, *Schneier* requires an intensively hardware-dependent network of HTVs 20 and agent terminals 16, which results in a complicated "memory arrangement of programs and data stored in the CMC 12" to "keep the track record of what has been assigned" to each HTV 20. *Schneier*, col. 6, lines 66-67 and col. 7, lines 5-7. Finally, "to prevent fraud," *Schneier* is forced to "employ various cryptographic protocols," including, for example, one-way hash functions with encryption keys and manipulation detection codes. *Schneier*, col. 7, lines 49-64.

In addition, as the Examiner acknowledges, *Schneier* does not teach "sending to a second client terminal the result of at least one wager," as, for example, claim 1 recites. Thus, *Schneier* lacks many of the elements of the rejected claims.

As to the Examiner's recognition, *Schneier* also fails to teach "receiving, from a second client terminal ... a request to reveal the results" and "sending, from the server, the results ... to the second client terminal," as, for example, claim 1 recites.

Koza does not cure these deficiencies. *Koza* discloses a ticket apparatus for a game. *Koza*, Abstract. In *Koza*, each player receives a ticket 10 with a pre-designated coded value stored within its memory. *Koza*, col. 5, lines 32-34; 36-38. At a designated time, a broadcast announces the winning code value. *Koza*, col. 5, lines 55-58. Nowhere does *Koza* even mention receiving a "patron identifier identifying a patron" or debiting an "account balance of a patron account," or a second client terminal as recited, for example, in claim 10. Nor does *Koza* suggest a second client terminal.

Thus, the Examiner has failed to make a *prima facie* case and the 103 rejection is wrong and must be withdrawn.

The Examiner does not address the lack of patron identifier with regard to the client terminal, however, the Examiner alleges, "a second client terminal is a functional equivalent to a game play at a later date on the same machine." Applicants disagree both with the statement and with the conclusion drawn. The claims require the receipt of a request from "a second client terminal" which is clearly different from the "first client terminal." Whether the second terminal is a functional equivalent to the same terminal at a later date is irrelevant because the issue is whether there was any motivation to modify *Schneier* to receive "during game play, a request to reveal the results of" the wager from a second terminal.

Moreover, the Examiner further has no authority to use an argument of "functional equivalence" to ignore claim language. The issue is one of motivation to change, and the Examiner fails to explain why one of ordinary skill in this art would change the hardware-dependent scheme of *Schneier* into the claimed invention which does not have such constraints.

The Examiner also recommends amending the claims "to require the account adjustment based upon the result of a game outcome," instead of the result of the wager. (*See* July 19, 2004 Office Action, p. 5, lines 21-22 and p. 6, lines 1-2). Page 8, lines 8-9, of the specification, however, defines "wager" as referring to playing one game. Thus, no amendment is necessary.

Finally, in responding to the Applicant's prior arguments, the Examiner expresses his belief that "the moment a wager is made, ... it is impossible for results to be revealed 'without' game play." *See* July 19, 2004 Office Action, p. 6, lines 3-6. Defining wager, however, should clear up the Examiner's misunderstanding.

Because, the Examiner has not shown that *Schneier* and *Koza*, taken together or separately, teach or suggest every element of claims 1, 8, 10, 22, 23, 26-31, and 33-36 and the claims that depend therefrom, Applicants request the reconsideration and withdrawal of the section 103(a) rejections of claims 1-36. Applicants also request reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

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